

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES DEPARTMENT OF
ENERGY
NATIONAL NUCLEAR SECURITY
ADMINISTRATION
NEVADA SITE OFFICE
AND
THE CITY OF LAS VEGAS
DEPARTMENT OF FIRE & RESCUE
BUREAU OF FIRE INVESTIGATIONS



Official Use Only

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(5 U.S.C. 552), Exemption number 2 and/or Exemption number 7.

Department of Energy review required before public release
Name: Michael J. Kiley Date: 5/24/2005

OFFICIAL USE ONLY

INTERLOCAL CONTRACT FOR MUTUAL SUPPORT BETWEEN
THE CITY OF LAS VEGAS, THROUGH ITS DEPARTMENT OF FIRE AND RESCUE
AND THE U.S. DEPARTMENT OF ENERGY
NATIONAL NUCLEAR SECURITY ADMINISTRATION
NEVADA SITE OFFICE

This Interlocal Contract (hereinafter "Agreement") is made and entered into this ____ day of _____, 2006, by and between the City of Las Vegas, through its Department of Fire & Rescue and the Department's Bureau of Fire Investigations - Bomb Squad ("LVFR"), and the United States Department of Energy, through its National Nuclear Security Administration, Nevada Site Office ("NNSA/NSO"). LVFR and NNSA/NSO may sometimes also be collectively referenced to as "parties" or individually as "party."

WITNESSETH:

WHEREAS, the parties desire to enter into an Agreement for mutual aid and support during security-related emergencies, aid and support which may include the use of each party's personnel and equipment during security related emergencies or incidents related to public safety; and

WHEREAS, LVFR has a tactical team trained in handling security-related emergencies or incidents related to public safety within Clark County, Nevada, and NNSA/NSO has equipment and personnel and other assets for response to radiological threats; and

WHEREAS, the parties desire to obtain maximum efficiency through the use of mutual aid and support; and

WHEREAS, the parties are empowered to enter into this Agreement pursuant to NRS 277.180; and

WHEREAS, pursuant to NRS 414.090 and 414.100, the Coordinator of Emergency Management for the City of Las Vegas is authorized to enter into reciprocal contracts or Agreements to coordinate aid from other public or private agencies to assist in cases of emergency or disaster that are too great to be dealt with unassisted; and

WHEREAS, the parties believe it to be in the best interest of the public to have additional trained professional resources available for events that include without limitation security-related emergencies or incidents related to public safety.

NOW, THEREFORE, in consideration of the foregoing premises, the parties agree as follows:

SECTION 1: OBJECTIVES/PURPOSE. This Agreement provides a plan for cooperative response by LVFR and NNSA/NSO in the event of an actual or perceived bomb threat against one or more facility, persons, or property under the auspices of

NNSA/NSO. This Agreement applies to NNSA/NSO-owned or -leased facilities and assets located within the boundaries of Clark County, Nevada. This Agreement also provides for cooperative response to NNSA/NSO facilities and assets located within the boundaries of the Nevada Test Site, Nye County, Nevada during an emergency when other assistance is not available (i.e., Nellis Air Force Base, Emergency Ordinance Disposal Team) and is mutually coordinated by the appropriate agencies. This Agreement further provides the mechanism for NNSA/NSO to provide LVFR with support, training, and response, in the form of equipment, personnel and other assets, relating to incidents or emergencies within the jurisdiction of LVFR that involve actual or perceived radiological threats.

SECTION 2: RESPONSE. LVFR agrees to respond to any actual or perceived bomb threat against NNSA/NSO facilities or assets upon direct notification from NNSA/NSO (including contractors, subcontractors and other agencies or organizations directly under the auspices of NNSA/NSO). This includes response to facilities that otherwise would not be within the jurisdiction of LVFR, providing approval has been received from the agency having jurisdiction. NNSA/NSO agrees to respond to direct requests from LVFR for services, equipment, personnel, or other assets available to NNSA/NSO for events within the jurisdiction of LVFR that involve actual or perceived radiological threats.

SECTION 3: COORDINATION OF MEANS OF NOTIFICATION. The specific means by which the parties will notify each other of incidents or events requiring a response will be coordinated between LVFR's Chief Investigator Bomb Squad Commander (or his/her designee) and a designee of NNSA/NSO's Office of Safeguards and Security or Office of Site Operations, Emergency Operations Center.

SECTION 4: SPECIFIC ITEMS OF SUPPORT. NNSA/NSO agrees to support LVFR with the loan of equipment or assets associated with radiation detection and monitoring upon request. NNSA/NSO also agrees to support LVFR with the necessary training on the proper use of this equipment or assets. LVFR agrees to provide assistance to NNSA/NSO in obtaining bomb detention canine services which may be available within the Clark or Nye County areas.

SECTION 5: EXTENSION OF AUTHORITY. The parties agree that by requesting assistance, the requesting party grants official authority to the assisting party within the requesting party's jurisdiction for the length of time necessary to address and remedy the situation that gave rise to the request.

SECTION 6: LIABILITY/INDEMNIFICATION. A party who requests aid from the other party agrees to defend and hold harmless the other party for aid the other party provides, to the extent permitted by NRS Chapter 41 and any applicable Federal law.

SECTION 7: PROCEDURAL RULES. Each party may adopt and promulgate operational procedures to assist that party in the performance of this Agreement.

SECTION 8: DURATION. This Agreement shall become effective on the date above first written and shall continue in full force and effect for five (5) years. Thereafter it

maybe renewed on a yearly basis by mutual written consent unless otherwise terminated as provided in Section 9.

SECTION 9 : TERMINATION. Either party may terminate this Agreement by providing sixty (60) days written notice to the other party. Such notice shall be deemed sufficient when deposited, certified mail, return receipt requested, postage prepaid, in the U.S. Mail or when personally delivered as follows:

TO LVFR:

Ben C. Hoge, C.F.I.
Chief Investigator/Bomb Squad Commander
LVFR, Bureau of Fire Investigations -
Bomb Squad City of Las Vegas
500 N. Casino Center
Boulevard Las Vegas,
Nevada 89101

TO NNSA/NSO:

Raeferd L. Phifer
Assistant Manager for Safeguard and
Security NNSA/NSO
232 Energy Way
North Las Vegas, Nevada 89030

SECTION 10: GOVERNING LAW. This Agreement shall be interpreted, construed and enforced in accordance with applicable Federal law and the laws of the State of Nevada. Any action at law or other judicial proceeding for the enforcement of any provision of this Agreement shall be instituted in Clark County.

SECTION 11: MODIFICATION/AMENDMENT. This Agreement may not be modified or amended except by a writing duly executed by both parties.

SECTION 13: NO INTENT TO BENEFIT NON-PARTIES. This Agreement is intended solely for the benefit of the parties hereto and confers no additional legal rights or benefits on any third party.

SECTION 14: ENTIRE AGREEMENT. This Agreement shall constitute the entire Agreement between the parties concerning the subject matter thereof, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon any party except to the extent incorporated herein. This Agreement is a restricted document and the parties will endeavor to limit disclosure accordingly, subject to applicable public records laws, including Nevada Revised Statutes, Chapter 239.

SECTION 15: HEADINGS. The titles and section headings to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain,


modify, simplify or aid in the interpretation of the provisions of this Agreement.

SECTION 16: SEVERABILITY. In the event any provision of this Agreement is found to be invalid, illegal or unenforceable, the remaining provision shall be binding upon the parties and shall be enforceable as though the invalid, illegal or unenforceable provision were not contained herein.

However, the parties agree to negotiate and substitute a valid provision which closely approximates the intended performance and economic purpose of any invalid, illegal or unenforceable provision.

IN WITNESS WHEREOF, the parties here to have caused this Agreement to be executed by their duly authorized officers.

CITY OF LAS VEGAS

By 
DAVID L. WASHINGTON, FIRE
CHIEF LAS VEGAS FIRE &
RESCUE

By _____
OSCAR B. GOODMAN, MAYOR

ATTEST:

BARBARA JO RONEMUS, CITY CLERK

 6/14/06
Approved as to form: Date

U.S. DEPARTMENT OF ENERGY,
NATIONAL NUCLEAR SECURITY ADMINISTRATION
NEVADA SITE OFFICE

By 
KATHLEEN A. CARLSON
MANAGER, NNSA/NSO